

# Exhibit J #10

The Escrow Agreement  
(Stefani Deposition Exhibit 14)

## ESCROW AGREEMENT

This Agreement is entered into effective October 17, 2007 by Stefani & Stefani, Professional Corporation ("S&S") and SAMUEL McCARGO, representative of Mayor Kwame Kilpatrick ("Representative").

In consideration of the promises contained herein, the parties agree as follows:

1. Both parties shall use their best efforts to obtain the approvals necessary to consummate the proposed settlement agreement entered into October 17, 2007 ("Settlement Agreement") resolving the cases of:

Brown and Nethrop v. City of Detroit and Mayor Kwame Kilpatrick  
Case No. 03-317557-NZ

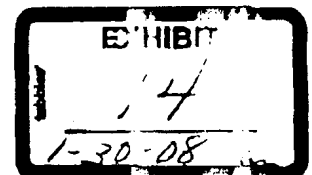
Harris v. City of Detroit and Mayor Kwame Kilpatrick, et al.  
Case No. 03-337670-NZ

2. The parties agree to place the Records as defined in the proposed Settlement Agreement in a safe deposit box with a banking institution agreed upon by the parties with access to such box restricted to the parties together, that is in order for either party to gain access to the box, such party must be accompanied by the other party.

3. Representative agrees that Representative will cooperate with S&S in gaining access to the Records in the box to allow S&S to regain possession of such records promptly but in no event longer than one business day upon the occurrence of either of the following developments:

(a) The expiration of the time allowed for any approval or the payments of the settlement amounts provided for in the proposed Settlement Agreement without such approval having been made and notice in writing thereof provided to the other parties of the proposed Settlement Agreement or without such payments having been made.

(b) A motion being filed or other action whether judicial or non-judicial being taken, except an action to enforce the provisions of this Escrow Agreement, by the City of Detroit, Mayor Kwame Kilpatrick or by any person or organization acting on their behalf



to gain access to the Records or to have such Records destroyed, suppressed, or turned over to any court, the City or the Mayor, or any other body or entity prior to the payments provided for in the proposed Settlement Agreement.

4. S&S agrees that S&S will cooperate with Representative in gaining access to the Records in the box to allow Representative to obtain possession of such Records promptly, but in no event longer than one business day upon the occurrence of either of the following developments:

(a) A motion being filed or other action taken other than an action to enforce the provisions of this Escrow Agreement by S&S to gain access to the Records or to have such Records destroyed or turned over to any court, S&S, Brown, Nelthrope or Harris prior to one of the events described in 3(a) above.

(b) A motion being filed or other action taken, other than an action to enforce the provisions of the Escrow Agreement, by any other person or organization acting on behalf of S&S or on behalf of Brown, Nelthrope or Harris to gain access to the Records or to have such Records destroyed or turned over to any court, S&S, Brown, Nelthrope or Harris prior to one of the events described in 3(a) above.

5. S&S agrees that it will cooperate with Representative in gaining access to the Records in the box to allow such Records to be delivered to Mayor Kwame Kilpatrick promptly and in no event longer than one business day upon the payment of the settlement amounts (in immediately available funds) provided for in the proposed Settlement Agreement and the execution of the releases provided in such Agreement.

4. Representative agrees to pay the rental fees for said box timely.

7. If either party should violate the terms of this Agreement, that party shall be responsible for reimbursing the other party for all costs incurred by it, including actual reasonable attorney fees to enforce the terms of this Agreement whether or not such enforcement action involves the commencement of court action.

Representative

Samuel McCargo (Et)  
By: SAMUEL MCCARGO

Stefani & Stefani,  
Professional Corporation

Michael L. Stefani  
By: Michael L. Stefani  
Its: Chairman